



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *OPC, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a one-month notice to end tenancy for cause. The landlord also applied for a monetary order for the recovery of the filing fee.

The landlord testified that he served the tenant with the notice of hearing and evidence package by registered mail on July 18, 2020 to the address of the rental unit where the tenant currently resides. The landlord filed a copy of the slip. Despite having been served a notice of hearing by the landlord, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to an order of possession and to the recovery of the filing fee?

### **Background and Evidence**

The landlord testified that the tenancy started on June 01, 2020. The monthly rent is \$1,400.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$700.00. The rental unit is located in the basement of the landlord's home. The landlord lives upstairs.

A copy of the tenancy agreement was filed into evidence. The agreement clearly states that smoking is not permitted inside the rental unit and that the unit is rented to three people. The landlord stated that despite warnings to the tenant, the smoking inside the rental unit continued and there were numerous people coming and going from the unit. The landlord stated that the smoke affected his health and the health of his family. The landlord filed video evidence to support his testimony.

On July 01, 2020, the landlord served the tenant in person with a notice to end tenancy for cause with an effective date of July 31, 2020. The landlord filed a copy of the notice into evidence. The notice complies with section 52 of the *Residential Tenancy Act* [form and content of notice to end tenancy]. The tenant did not dispute the notice. The landlord has applied for an order of possession effective August 31, 2020.

### **Analysis**

Based on the undisputed testimony and documentary evidence of the landlord, I find that the tenant is deemed to have received the notice to end tenancy, on July 01, 2020 and did not make application, pursuant to Section 47 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective by 1:00pm on August 31, 2020. The Order may be filed in the Supreme Court for enforcement.

Since the landlord has proven his case, I award the landlord the recovery of the filing fee. The landlord may retain \$100.00 from the security deposit.

### **Conclusion**

I grant the landlord an order of possession effective by **1:00pm on August 31, 2020.**

The landlord may retain **\$100.00** from the security deposit towards the recovery of the filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 21, 2020

---

Residential Tenancy Branch